

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

IN RE: APPROVAL OF INTERLOCAL
COOPERATIVE PURCHASING AGREEMENT
BETWEEN LEWIS COUNTY AND ROGUE
VALLEY TRANSPORTATION DISTRICT

)
)
) RESOLUTION #06- 178
)
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WHEREAS, Lewis County has requested participation in an Interlocal Agreement with Rogue Valley Transportation District, both political subdivisions of government, for cooperative governmental purchasing of supplies, equipment, and materials that may be required from time to time and;

WHEREAS, the Board of County Commissioners has had an opportunity to review the Interlocal Cooperative Agreement, attached as Exhibit A; and

WHEREAS, it appears to be in the best public interest to authorize this Interlocal Cooperative Purchasing Agreement;

NOW, THEREFORE BE IT RESOLVED that the Interlocal Agreement between Lewis County and Rogue Valley Transportation District be approved and the Chief of Staff is hereby authorized to sign the agreement on behalf of Lewis County.

DONE IN OPEN SESSION this 22nd day of may 2006.

**BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

APPROVED AS TO FORM:

Jeremy Randolph, Prosecuting Attorney

Dennis Hadaller
Pro. Chairman

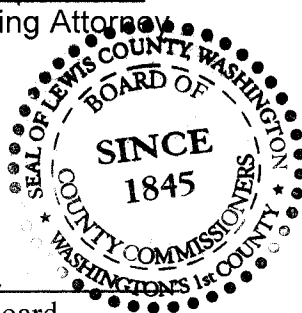
[Signature]
By: Deputy Prosecuting Attorney

[Signature]
Member

Absent
Member

ATTEST:

Karri Muir
Karri Muir, Clerk of the Board



LEWIS COUNTY – ROGUE VALLEY TRANSPORTATION DISTRICT INTERLOCAL AGREEMENT

This **Interlocal Agreement** made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington and to other applicable laws, and ORS 279A.200 to 279A.225, by and between the ROGUE VALLEY TRANSPORTATION DISTRICT, a municipal corporation of the State of Oregon, and the COUNTY OF LEWIS, a municipal corporation of the State of Washington, hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. This agreement pertains to bids and contracts for supplies, material, equipment, or services that may be required from time to time both the Rogue Valley Transportation District and Lewis County.
2. Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.
3. Each of the parties shall comply with all applicable laws and regulations governing its own purchases.
4. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Each party will indemnify and hold the other party harmless as to any claim arising out of its participation in this agreement.
5. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.
6. No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

7. The Purchasing Manager of the Rogue Valley Transportation District, and the Purchasing Fleet Manger of Lewis County shall be representatives of the entities for carrying out the terms of this Agreement.
8. This Agreement shall continue in force until canceled by either party, which cancellation may be effected upon receipt of one of the parties of the written notice of cancellation of the other party.

In Witness Whereof the parties hereto have executed this Agreement as of this
22nd day of May, 2006.

**BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

By: Absent
Richard Graham, Chairman

By: Dennis Hadaller
Dennis Hadaller, District 3
Pro. Chairman

By: Jim Lowery
Jim Lowery, District 1

**ROGUE VALLEY
TRANSPORTATION DISTRICT**

By: Peter G. Jacobsen
Peter G. Jacobsen, General Manager

By: _____

By: _____